



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. HG861265

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Teen Pregnancy Prevention

Begin Date: January 1, 2008

Geographic Service Area: Gila County

Termination Date: December 31, 2008

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

<input checked="checked" type="checkbox"/>	Counties:	A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
<input type="checkbox"/>	Indian Tribes:	A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
<input type="checkbox"/>	School Districts:	A.R.S. §§ 11-951, 11-952, and 15-342.
<input type="checkbox"/>	City of Phoenix:	Chapter II, §§ 1 & 2, Charter, City of Phoenix.
<input type="checkbox"/>	City of Tempe:	Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

FOR CLARIFICATION, CONTACT:

Federal Employer Identification No.: _____

Name: Jose M. Sanchez

Tax License No.: _____

Phone: (928) 425-3231

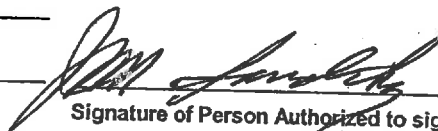
Contractor Name: Gila County Health Department

FAX No.: (928) 402-0190

Address: 1400 E. Ash Street

Globe Arizona 85501

City, State, Zip Code

 12-11-07
Signature of Person Authorized to sign Date

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

This contract shall henceforth be referred to as Contract

No. HG861265 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract.

State of Arizona

Signed this _____ day of _____, 2007

 11 29 07
Signature Date

Bryan Chambers, Chief Deputy
Print Name and Title County Attorney

Procurement Officer

Attorney General Contract, No. PIGA2007002730, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Signature Date

Print Name, Assistant Attorney General

RESERVED FOR USE BY THE SECRETARY OF STATE

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - "Attachment" means any document attached to the Contract.
 - "ADHS" means Arizona Department of Health Services
 - "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, any Contract Amendments and any terms applied by law.
 - "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and the provisions of the State procurement code.
 - "Days" means calendar days unless otherwise specified.
 - "Exhibit," means any item labeled as an Exhibit.
 - "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by the State, becomes an obligation of the State.
 - "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.
2. **Contract Interpretation.**
 - 2.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
 - 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this contract are a part of this Contract as if fully stated in it.
 - 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments
 - 2.3.6 Exhibits
 - 2.3.7 Referenced Documents
 - 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
 - 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

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- 2.6 **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 2.8 **Headings.** Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.
3. **Contract Administration and Operation.**
- 3.1 **Term.** As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 3.2 **Contract Renewal.** This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the prices stated in the original Contract shall not be increased in excess of the maximum percentage of increase stated on the Pricing Schedule.
- 3.3 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-366), and all other acts required for compliance with the federal funding source.
- 3.4 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.5 **Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.6 **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of contract funds and by the State when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.
- 3.6.1 **Federal Funding.** Contractors receiving federal funds under this contract shall comply with the certified finance and compliance-audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 3.6.2 **State Funding.** Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

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- 3.7 **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities, subcontractor facilities and the Contractor's processes for producing the materials for inspection of the materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 3.9 **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 3.10 **Property of the State.**
- 3.10.1 **Equipment.** The title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 3.10.2 **Title and Rights to Materials.** As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.
4. **Costs and Payments**
- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

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4.2 Recoupment of Contract Payments.

4.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

4.2.2 *Contracted Services.* If the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term.

4.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 4.2.2, Contracted Services.

4.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

4.3 Delivery. Unless stated otherwise in this Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.

4.4 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

4.5 Applicable Taxes.

4.5.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.5.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.5.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

4.6 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the current fiscal year. The State may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5. Contract Changes.

5.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the

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Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 5.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
6. **Risk and Liability**
- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 6.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 6.4 Force Majeure.
- 6.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed

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party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 6.4.4 **Default.** Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 6.5 **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward the fulfillment of this Contract.
- 7 **Warranties.**
- 7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens.
- 7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 **Year 2000.**
- 7.5.1 **Products and Services.** Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications or scope of work and shall not be adversely affected by any date-related data year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data year 2000 issues.
- 7.5.2 **Hardware, Software and Firmware.** Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology,

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then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data year 2000 issues.

- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.7 Survival of Rights and Obligations After Contract Expiration and Termination.
- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
- 7.7.2 Purchase Orders and Change Orders. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
8. State's Contractual Remedies.
- 8.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 8.2 Stop Work Order.
- 8.2.1 Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

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8.6 Right to Purchase Materials or Complete Work. In the case of default, the State shall have the right to procure materials or services to replace those under this Contract in accordance with the Arizona procurement code. The State may recover any reasonable costs from the Contractor by:

8.6.1 Deduction from an unpaid balance;

8.6.2 Collection against the bid and/or performance bond;

8.6.3 An action to recover costs; and/or

8.6.4 Any combination of the above or any other remedies as provided by this Contract or law.

9. Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract.

9.6 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

9.7 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

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10. **Arbitration.** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration as follows:

10.1 Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause;

10.2 Public Works Contracts. In all claims involving public works contracts, if the amount in controversy is less than one hundred thousand dollars, arbitration shall be used.

11. **Communication.**

11.1 Monthly Reports. The Contractor shall provide monthly written reports in a format approved by the State on all activities in the performance of the Contract.

11.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

12. **Client Grievances.** The Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that results in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State. The State, at its discretion, may participate in or review all such grievances within 30 days after the Contractor has submitted its findings for the initial grievance.

13. **Insurance.**

13.1 Type of Insurance. Contractor represents that it is insured and/or self-insured pursuant to: (Choose from one of the options below.)

- ☐ Counties, Cities Towns: A.R.S. §§ 11-952.01 and/or 11-981.
☐ School Districts: A.R.S. §§ 15-382 and/or 15-387.
☐ Indian Tribes/Federal Government: Contractor represents that it is insured and/or self-insured.

13.2 Sovereign Immunity. Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

14. **Fingerprint and Certification Requirements/Juvenile Services.**

14.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained class 1 or class 2 fingerprint clearance cards in accordance with A.R.S. §§ 41-1758 et. seq. The Contractor may, when applicable, submit verification of fingerprinting and certification of an employee by the Department of Economic Security, the Department of Corrections or the Arizona Supreme Court to meet this requirement.

14.2 Supervision. The Contractor shall ensure and verify that those employees who qualify only for a restricted certification shall be supervised when providing services directly to juveniles.

14.3 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

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15. **Administrative Changes.** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. However, such corrections shall be allowed only to the extent that they do not change the intent of the parties or the material terms of the Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to Administrative Changes in a written confirmation letter with a copy of the corrected Administrative Change attached.
16. **Funding Cap Changes.** The State shall use a Purchase Order and/or Change Order to make changes that increase and/or decrease federal Funding Caps. For purposes of this paragraph, a "Funding Cap" is defined as the total amount of money allowed by the federal funds.
17. **Cost Reimbursement Contract Changes.** The Contractor and the State agree that, in a Cost Reimbursement contract that is not the result of a bid under A.R.S. §§ 41-2501 et. seq., an Increase in the Total Contract Amount or Increase in the Incremental Cost Amounts and/or relative changes to Levels of Service will not require a Contract Amendment. The State shall use a Purchase Order and/or Change Order to make these changes, and both parties acknowledge that such changes shall be the result of negotiations between the parties. For purposes of this paragraph, "Increase in the Total Contract Amount" means an increase in the total allowable costs indicated on the price sheet, and "Increase in the Incremental Cost Amounts" mean an increase in the individual allowable cost totals for listed expenses as indicated on the price sheet. Levels of Service mean the required units of a particular service. In addition to issuing the Purchase Order or Change Order, the State shall notify the Contractor of the changes in writing with an attached price sheet indicating the changes. The provisions of the Purchase Order or Change Order will be deemed to have been accepted 30 days after the date the State provides notice of the changes to the Contractor; unless within that time, the Contractor notifies the State in writing that it disputes or refuses the terms of the Purchase Order or Change Order.
18. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: Procurement Administrator, Department of Health Services, 1740 West Adams, Room 303, Phoenix, Arizona 85007.

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1. TERM OF CONTRACT (12) MONTHS

The term of the resultant contract shall commence on January 1, 2008 and shall remain in effect for twelve months, unless terminated, canceled or extended as otherwise provided herein.

2. CONTRACT EXTENSION (4) YEARS

By mutual written contract amendment, any resultant contract may be extended for periods of one year for a maximum of four (4) years. The Contract term shall not exceed a total of five (5) years from the effective date of Contract award.

3. CONTRACT TERMINATION

- a. The Contractor, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- b. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of Contractor's failure to complete the Contract.

4. CONTRACT TYPE

☒ Cost Reimbursement

5. AUTHORIZATION FOR PROVISION OF SERVICES

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

6. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. All services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

7. HIPAA REQUIREMENTS

Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Pledge to Protect Confidential Information (Confidentiality Statement)" and to abide by the statements addressing the creation, use and disclosure of

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Confidential Information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job-related HIPAA training that is: 1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and 2) presented by a HIPAA Privacy Officer of other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

8. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
HG861265	

**Bureau of Women's & Children's Health
Sexual Health Education Project**

1. Background

Arizona continues to have high teen pregnancy and teen birth rates even though there have been significant decreases since 1998, following the national trend. In 2004, Arizona had the 5th highest teen birth rate in the United States for females aged 15-19. (Source: National Vital Statistics Reports, Vol. 55, 2006). The Arizona rate was 60.1 per 1000 females aged 15-19 compared to the United States rate of 41.1 per 1000 for 2004. In 2006, the birth rate among all females 15-19 years old was 59.6 per 1,000 females for Arizona. The highest rates were in Yuma (71.8) Mohave (69.1) and Gila (66.0) counties. In 2006, 40 teens became pregnant every day in Arizona. (Source: Arizona Vital Statistics).

Teens pregnant with their second or later pregnancy have represented approximately 20%-30% of all teen pregnancies for the last nine years. In 2005 approximately 61% of teen births in Arizona were to Latinos. Further, the substantial reduction in teen pregnancy and birth rates in recent years can be attributed, in part, to shifts in the sexual behavior of teen boys. Also recent research from the National Campaign to Prevent Teen Pregnancy indicates that parents have the most influence on their teens' decisions about sexual behavior. Most teens agree that it would be much easier for them to postpone sexual activity and avoid teen pregnancy if they were able to have more open, honest conversations about sexual issues with their parents. Additional health status statistics can be obtained by accessing the ADHS website at www.azdhs.gov/plan/index.htm. In an effort to reduce teen pregnancy in the State, ADHS has proposed the following goals:

Goals 1: Annually reduce the number of pregnancies by 1.5 per 1000 teenage girls age 15-19

Goals 2: Annually reduce the number of repeat pregnancies by .5 per 1000 teen girls age 15-19

2. Objective

A. Provide funding to County Health Departments to implement programs that:

1. Reduce second pregnancies among teens;
2. Develop and implement culturally sensitive programs to reduce teen pregnancy in the Latino community;
3. Develop and implement programs that involve boys and young men in teen pregnancy prevention;
4. Develop and implement programs to provide education and training to parents/caregivers on effective communication regarding sexual health issues and other risk behaviors; and/or
5. Develop and implement programs addressing youth in care.

3. Scope of Work

Teen pregnancy prevention programs and programs designed to reduce the incidence of sexually transmitted infections (STI) among youth must employ research based strategies that have been demonstrated to be effective or those that have been shown to have promise in reducing the incidence of sexually transmitted infections among youth and reducing the rate of teen pregnancy. These programs should be consistent with findings on programs to reduce teen pregnancy such as those stated in Emerging Answers by Douglas Kirby, 2001, and the characteristics of effective programs as stated in a working paper entitled "The Impact of Sex and HIV Education Programs of Youths in Developing and Developed Countries" by Douglas Kirby, 2005. Programs must also incorporate a youth development approach. Refer to www.teenpregnancy.org for information on Emerging Answers, a copy of the working paper may be downloaded from www.fhi.org/en/youth/youthnet/publications/youthresearchworkingpapers.

Programs designed to provide education to parents/caregivers must have been demonstrated to be effective or been shown to have promise and be consistent with research findings on strategies to involve parents in education programs. Programs provided by the National Campaign to Prevent Teen Pregnancy and the Annie B. Casey Foundation are recommended.

A. Parent education shall include the following topic areas:

1. Development and practical application of parent/child communication skills
2. Risk and protective factors

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3. Consequences of unhealthy risk behaviors
4. Benefits of healthy behaviors
5. Information on prevention of teen pregnancy and sexually transmitted infections
6. Growth and development of children and adolescents
7. Exploration and discussion of parental views regarding sex, love and healthy relationships with others.

All programs must be medically and scientifically accurate.

B. Target Populations include:

1. Male and female high risk youth age 12-18
2. Youth in Care
3. Parents/caregivers
4. Teens at risk of a second birth
5. Latinos
6. Boys and young men

Counties may utilize methods that are appropriate for their demographics and particular characteristics of their community to achieve program standards and outcomes. Counties will have the flexibility to implement the program in a manner that "fits" their neighborhood or community. The program must assure that differences in culture, family structure, personal and family values, and resources are respected among communities throughout the county.

Curricula and other educational materials provided in a school based setting must follow the Arizona Department of Education (ADE) guidelines regarding sex education and be recommended for use by the ADE and approved by ADHS (see www.ade.state.az.us/health-safety for a list of recommended curricula).

The county will be required to conduct a process and a short term outcome evaluation of the project. At a minimum, a post survey will be required to measure skills, knowledge, attitudes, values, intentions and satisfaction with the project and project educators. An example of a pre/post survey is provided.

4. Tasks

- A. Provide a detailed description of the project that your county will implement.
- B. Submit an outline of selected strategy(s) and an Implementation Plan to ADHS for approval. Use of the BDI Logic Model is recommended. <http://www.etr.org/recapp/bdillogicmodel20030924.pdf>, the State of Arizona Logic Model is an approved alternative.
- C. Develop and submit a proposed budget for the upcoming year.
- D. Develop an evaluation plan that will include goals and objectives for the project including numbers of youth/parents to be served over a one year period, include expected outcomes.
- E. Implement approved strategies.
- F. Analyze program evaluation data.

5. Reference Documents

- A. Healthy Arizona 2010: Collaborating For a Healthier Future <http://azdhs.gov/phs/healthyaz2010/>
- B. National Campaign to Prevent Teen Pregnancy, What Works http://www.teenpregnancy.org/resources/reading/pdf/what_works.pdf
- C. National Campaign to Prevent Teen Pregnancy, Science Says: Adolescent Boys' Use of Health Services http://www.teenpregnancy.org/works/pdf/Science_Says_26_boys_health.pdf
- D. National Campaign to Prevent Teen Pregnancy, Science Says, Effective and Promising Teen Pregnancy Prevention Programs for Latino Youth http://www.teenpregnancy.org/works/pdf/Science_Says_32_latino_programs.pdf
- E. National Campaign to Prevent Teen Pregnancy, Science Says, Characteristics of Effective Curricula Based Programs <http://www.teenpregnancy.org/works/pdf/sciencesaysEffectiveCurricula.pdf>
- E. National Campaign to Prevent Teen Pregnancy, Science Says. Another Chance: Preventing Additional Births to Teen Mothers <http://www.teenpregnancy.org/works/pdf/AnotherChance.pdf>
- F. Regulations on sexuality education www.ade.state.az.us/health-safety

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G. Health status data: www.azdhs.gov/plan/menu/for/births.htm

6. State Provided Items

Attached hereto and incorporated herein:

- A. ADHS Implementation Plan (Attachment A)
- B. Data Sheets (Attachment B)
- C. Attendance sheets (Attachment C)
- D. Monthly Report (Attachment D)
- E. Surveys Forms (Forms E-G)

7. Deliverables

The Contractor shall submit to ADHS:

- A. A detailed description of the overall project, due within sixty (60) days of contract award.
- B. An outline of selected strategies including an Implementation plan, due within sixty (60) days of contract award.
- C. An evaluation plan, due within sixty (60) days of contract award.
- D. Evaluation results, due within forty-five (45) days of the end of first contract year.
- E. A proposed budget for the next contract year, due by the first day of the 8th month of the contract year.
- F. A monthly progress report to include how you implemented approved strategy(s), due the 15th of the month following the service provision.
- G. Participant data sheets, Form A, B and attendance sheets due the 15th of the following month class/session ended
- H. Contractors Expenditure Reports, due by the 15th of the month following expenditure. The CER can be found on http://azdhs.gov/hsd/primary_care.htm

8. Notices, Correspondence and Reports

Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Teen Pregnancy Prevention Program Manager
Bureau of Women's and Children's Health
150 N. 18th Avenue, Suite 320
Phoenix, Arizona 85007-3242
(602) 364-1400

Notices, Correspondence, Reports from the ADHS to the Contractor shall be sent to:

Administrator
Gila County Health Department
1400 E Ash Street
Globe, AZ 85501
Phone: 928-425-3231
Fax 928-425-0794
dfletcher@co.gila.az.us

Payments from ADHS to the Contractor shall be sent to (if different from above address):

Organization: _____
Attention: _____
Street Address: _____
City, State and Zip Code: _____
Telephone: _____
E-Mail: _____

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Gila Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	67,060.00
ERE	21,459.00
Professional & Outside Services	250.00
Travel Expense	8,106.00
Out of state travel	
Operating Expenses	22,854.00
Other	3,000.00
Indirect (if authorized)	12,273.00
TOTAL	\$135,003.00

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.

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IMPLEMENTATION PLAN

TASK	PERSON RESPONSIBLE	VERIFICATION	START DATE	END DATE

Please fill out the green shaded cells.

19

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INTERGOVERNMENTAL AGREEMENT
ATTACHMENT B2

Form B--Total Encounters by Clients

Please fill out the green shaded cells.

Instructor/Contractor:		Unduplicated Count of Clients served Ages 11:	
Month:		Unduplicated Count of Clients served Ages 12-18:	
School/Site name:		Unduplicated count of clients served Ages 19-29:	
Grade level:		Unduplicated count of all others served:	
		Fiscal Year:	

Ethnicity and Gender	Age of Clients Served																	T*			
	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27		28	29	P*
FEMALES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black																					
Hispanic																					
Non-Hispanic White																					
Native American																					
Others																					
MALES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black																					
Hispanic																					
Non-Hispanic White																					
Native American																					
Others																					
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Bases on the number of class sessions received by program participants. Can be taken from attendance sheets. 1 encounter - one session

* Parents
* Other
* Total

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INTERGOVERNMENTAL AGREEMENT
ATTACHMENT C1

Teen Pregnancy Prevention Education Program

Date of First Session/PreSurvey: _____ Date of Last Session/PosSurvey: _____ Class Start Time: _____ Class End Time: _____ Period: _____
Program Educator Name: _____ Contractor Name: _____
Name of School/Location: _____ Curriculum: _____ Total number of Contact hours for this course: _____
Youth Class: _____ (Y/N) Grade Level: _____ Address: _____ City: _____ Zip Code _____ County: _____
Parent Class: _____ (Y/N)

Gender: M=Male, F=Female
Ethnicity: W=White, B=Black, H=Hispanic, NA=Native American, AA=Asian American, M=Mixed, O=Other
For Attendance Status: Participants' Initials=Present, A=Absent, M=Make-up

Full Birth Name of Participant (Printed) FIRST, MIDDLE and LAST NAME	Initial s F, M, L	Date of Birth mm/dd/yy	Grade	Age	Gender	Ethnicity	survey/Attendance Status: Participants' Initials=Present, A=Absent, M=Make-up												Post	survey																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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INTERGOVERNMENTAL AGREEMENT ATTACHMENT C2

Teen Pregnancy Prevention Education Program Attendance Sheet Sub-Grantee (Contractor) Name: _____

Date of First Session/Pre-Survey: _____ Date of Last Session/Post-Survey: _____ Class Start Time: _____ Class End Time: _____ Period: _____
 Program Educator Name: _____ Curriculum: _____ Total number Contact hours for this course: _____
 Name of School/Location: _____ Address: _____ City: _____ Zip Code: _____ County: _____
 Youth Class: _____ (Y/N) Grade Level: _____ Parent Class: _____ (Y/N)
 Gender: _____ M=Male, F=Female
 Ethnicity: _____

W=White, B=Black, H=Hispanic, NA=Native American, AA=Asian
 American, M=Mixed, O=Other

For Attendance Status: Participants' Initials=Present, A=Absent, M=Make-Up

Full Birth Name of Participant (Printed) FIRST, MIDDLE and LAST NAME	Initials F, M, L	Date of Birth mm/dd/yy	Grade	Age	Gender	Ethnicity	Pre-survey	Attendance Status: Participants' Initials=Present, A=Absent, M=Make-up					Post-survey
								# 1	# 2	# 3	# 4	# 5	
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													
11.													
12.													
13.													
14.													
15.													
16.													
17.													
18.													

(c) ADHS 2006

Arizona Comprehensive Teen Pregnancy Prevention Program Narrative Monthly Report Matrix

County: _____ Contact: _____
Phone: _____
Program: _____
Month/Year: _____

Summary of month: *(what your program accomplished, or did- where, when, how, progress on program implementation plan)*

Events: *(Bulleted activities)*

Successes/Failures/ Coolest thing of the month: *(things that worked or didn't --can be activities, lessons, out-reach etc --be sure to try and highlight one thing related to the program that stood out)*

Barriers: *(Things that kept you from getting the job done the way you wanted or thought it should be)*

Outreach /Contacts/Community Involvement Ideas *(where did you go new who did you met new, what bright new idea for improving service or out reach did you come up with?)*

Upcoming events: *(Teen Mazes, outreach events, graduation/completion parties, local festivals etc)*

Who helped you out to make an event happen: *(who were your partners this month?)*

Attachments: *(Meeting minutes, flyers, attendance rosters data sheets)*

Contract Number	INTERGOVERNMENTAL AGREEMENT FORMS E – G
HG861265	

The attachments following this cover sheet are listed as follows:

- Form E – The Abstinence Teen Survey (7th-12th Grade)
Pre-program Survey Consent Form 2005-2006
- Form F – The Abstinence Teen Survey (7th-12th Grade)
Post-program Survey Consent Form 2005-2006
- Form G – The Abstinence Preteen Survey (6th Grade)
Post-program Survey Consent Form 2005-2006

The Abstinence TEEN Survey

(Recommended for 7th-12th Grade)

2005-2006

Post-program Survey Consent Form

You are being asked to take a survey about your beliefs, feelings, behaviors, and relationships with people. The reason we are doing this survey is to help us make better teen health programs.

Your parents know that you will be taking this survey and have agreed to let you take it. Some of the questions are personal. In order for us to learn about how teens are thinking and feeling we need you to answer these questions as honestly as possible. There are no "right" or "wrong" answers-we want your point of view. If you don't want to answer a question you don't have to. It is better to skip a question than to lie. If you decide that you don't want to participate, you can stop at any time.

Your answers are **PRIVATE**, meaning that your teachers, parents, and project leaders will not see any of your answers.

When you complete the survey if you feel that you want to talk to someone about it, we encourage you to talk to your parents, teacher or program leader.

Your signature means that you understand and agree to participate. Your name will **NEVER** be attached to your survey answers.

Print Your Full Birth Name _____
(not your nickname) (First) (Middle) (Last)

(Signature) _____ Today's Date _____

Print the first letter of your first name _____

Print the first letter of your middle name _____

Print the first letter of your last name _____

What is your birth date?

Month Day Year You Were Born

Are you male or female? (check one)

Male (boy) Female (girl)

THANK YOU FOR AGREEING TO HELP
Now tear this first page off and give it to the room leader

Print the first letter of your first name.

Print the first letter of your middle name.

Print the first letter of your last name.

What is your birth date?

Month Day Year you were born

Are you male or female?

Male (Boy) Female (Girl)

Today's date:



What did *You* think about the Abstinence Only program?

	Strongly disagree					Strongly agree				
1. The abstinence program was interesting.....	0	1	2	3	4					
2. I liked being in the program.....	0	1	2	3	4					
3. I liked the activities that we did.....	0	1	2	3	4					
4. I learned new things from the activities.....	0	1	2	3	4					
5. I liked the teacher.....	0	1	2	3	4					
6. The teacher treated us with respect.....	0	1	2	3	4					



In this survey you are asked about having sex and about abstinence. Having sex is sometimes also called "going all the way," "doing it," or "making love." The word "abstinence" is used a lot in this survey. Abstinence means waiting to have sex.

What do *You* think?

Circle *one* number. Zero (0) means you "strongly disagree," and four (4) means you "strongly agree." The numbers 1, 2, and 3 are for answers *in between* strongly disagree and strongly agree.

	Strongly Disagree					Strongly Agree				
1. I can tell which situations might lead to having sex.....	0	1	2	3	4					
2. I <i>don't</i> feel pressured to have sex.....	0	1	2	3	4					
3. I can tell when TV is showing sexual situations that are <i>not</i> real.....	0	1	2	3	4					

What about these reasons...

I might choose to NOT have sex because:	Strongly Disagree					Strongly Agree				
1. I could get an STD (sexually transmitted disease) such as herpes, genital warts, gonorrhea.....	0	1	2	3	4					
2. I'm afraid people will say bad things about me.....	0	1	2	3	4					
3. My parents would be really upset if they thought I was having sex.....	0	1	2	3	4					
4. My religion is against it.....	0	1	2	3	4					
5. I want to save my virginity for the person I marry.....	0	1	2	3	4					
6. I <i>don't</i> want to have a baby before I get married.....	0	1	2	3	4					
7. I could get AIDS (Acquired Immune Deficiency Syndrome).....	0	1	2	3	4					
8. I want people to like me for who I am, not because they think I will have sex.....	0	1	2	3	4					
9. I am <i>not</i> ready to have sex.....	0	1	2	3	4					
10. You can still get pregnant or catch an STD <i>even if you use birth control</i> ..	0	1	2	3	4					
11. If you <i>are</i> abstinent, what is your number one reason for not having sex (remaining abstinent)?										

What You believe about sex and abstinence...

	Strongly Disagree					Strongly Agree				
1. It is OK for unmarried teens to have sex if they are in love.....	0	1	2	3	4					
2. If one of my friends was thinking about having sex, I would tell him/ her to wait.....	0	1	2	3	4					
3. It is OK for unmarried adults to have sex if they are in love.....	0	1	2	3	4					
4. More people should know that you can still get pregnant or catch an STD <i>even if you use birth control</i>	0	1	2	3	4					

What You think about the future...

Answer these questions even if you have had sex. *If you have had sex*, answer the questions by thinking about whether you will have sex again.

	Not Likely					Very Likely				
1. Do you think you will have sex before you get married?.....	0	1	2	3	4					
2. Do you think you will have sex before you turn 20?.....	0	1	2	3	4					
3. Do you think you will have sex before you are in a serious relationship or in love?.....	0	1	2	3	4					
4. I am ready to commit to sexual abstinence until I am out of high school..	___YES					___NO				
5. I am ready to commit to sexual abstinence until I am married.....	___YES					___NO				

What do *You* think?

	Strongly Disagree			Strongly Agree		
1. I can say no to sex in a way that won't hurt the other person's feelings.....	0	1	2	3	4	
2. I know how to avoid having sex if I don't want to do it	0	1	2	3	4	
3. I know ways to make my body language say NO to sex	0	1	2	3	4	

Your decisions...

People have different ways of thinking about sex and what their own values are. Having values means knowing how important something is to you. Please answer these questions about what you believe and how you make decisions about sex (whether or not you are having sex).

	Not True			Very True		
1. It is really important for me to figure out my own sexual values.....	0	1	2	3	4	
2. I can stick to my decisions about sex.....	0	1	2	3	4	
3. I believe I am responsible for my decisions about sex.....	0	1	2	3	4	
4. I know that my sexual decisions will affect my future.....	0	1	2	3	4	

Has the program affected *You*?

Answer each question by circling the number that best describes how you may have changed because of the program.

	Much Less		About the Same		Much More	
1. Do you know more or less about sexuality?.....	0	1	2	3	4	
3. Are your values about your own sexual behavior less or more clear?	0	1	2	3	4	
4. Do you feel less or more in control of your <i>behavior</i> regarding sex?.	0	1	2	3	4	
5. Do you feel less or more in control of your <i>decisions</i> regarding sex? .	0	1	2	3	4	
6. Do you talk about sexuality (going out, having sex, being abstinent) with your friends less or more?.....	0	1	2	3	4	
7. Do you talk about sexuality with your parents less or more?.....	0	1	2	3	4	

Please put your survey in the envelope now.

Thank you!!



**To talk to someone about any issues bothering you call:
TEENLINK 1(800)235-9678**

The Abstinence TEEN Survey

(Recommended for 7th-12th Grade)

2005-2006

Pre-program Survey Consent Form

You are being asked to take a survey about your beliefs, feelings, behaviors, and relationships with people. The reason we are doing this survey is to help us make better teen health programs.

Your parents know that you will be taking this survey and have agreed to let you take it. Some of the questions are personal. In order for us to learn about how teens are thinking and feeling we need you to answer these questions as honestly as possible. ***There are no "right" or "wrong" answers-we want your point of view.*** If you don't want to answer a question you don't have to. It is better to skip a question than to lie. If you decide that you don't want to participate, you can stop at any time.

Your answers are **PRIVATE**, meaning that your teachers, parents, and program leader will not see any of your answers.

When you complete the survey if you feel that you want to talk to someone about it, we encourage you to talk to your parents, teacher, or program leader.

Your signature means that you understand and agree to participate. Your name will **NEVER** be attached to your survey answers.

Print Your Full Birth Name _____
(not your nickname) (First) (Middle) (Last)

(Signature) Today's Date

Print the first letter of your first name _____

Print the first letter of your middle name _____

Print the first letter of your last name _____

What is your birth date? _____
Month Day Year You Were Born

Are you male or female? (check one)
Male (boy) Female (girl)

THANK YOU FOR AGREEING TO HELP
Now tear this first page off and give it to the room leader

Print the first letter of your first name. _____

Print the first letter of your middle name. _____

Print the first letter of your last name. _____

What is your birth date?

Month

Day

Year you
were born

Are you male or female?

Male
(Boy)

Female
(Girl)

Today's date: _____

Tell us about You...

1. Select the one group that best describes you:

____ Caucasian (White)

____ Hispanic/Mexican-American

____ African-American (Black)

____ Asian-American

____ Native American

____ Mixed ethnicity (example: Hispanic and
Native American)

Write which groups you belong to here:

2. How old are you? _____

3. What grade are you in? _____



4. What language do you speak most often?

____ English

____ English and Spanish equally

____ Spanish

____ Another language (which one): _____

5. Where do you live **right now**? (check only one)

____ I live with my family (parents or step-
parents)

____ I live part time with two families (both
parents have custody)

____ I live in a group home

____ I live in a detention center

____ I live with a foster family

____ I live with grandparent(s)

____ I live with other relatives (besides parents
or grandparents)

____ I live on my own or with friends

6. What kind of grades do you usually get in
school? (check only one)

____ A's ____ B's ____ C's ____ D's ____ F's

In this survey you are asked about having sex and about abstinence.

Having sex is sometimes also called "going all the way," "doing it," or "making love."

The word abstinence is also used a lot in this survey. Abstinence means waiting to have sex.

7. Have you ever taken any class about abstinence (not having sex)? (Abstinence
only classes teach that waiting until marriage to have sex is the healthiest choice.)
____ YES ____ NO

The Abstinence PRETEEN Survey

(Recommended for 6th Grade)

2005-2006

Post-Program Survey Consent Form

You are being asked to take a survey about your beliefs, feelings, behaviors, and relationships with people. The reason we are doing this survey is to help us make better teen health programs.

Your parents know that you will be taking this survey and have agreed to let you take it. Some of the questions are personal. In order for us to learn about how people your age are thinking and feeling we need you to answer these questions as honestly as possible. There are no "right" or "wrong" answers—we want your point of view. If you don't want to answer a question you don't have to. It is better to skip a question than to lie. If you decide that you don't want to participate, you can stop at any time.

Your answers are **PRIVATE**, meaning that your teachers, parents, and project leaders will not see any of your answers.

When you complete the survey if you feel that you want to talk to someone about it, we encourage you to talk to your parents, teacher or program leader.

Your signature means that you understand and agree to participate. Your name will **NEVER** be attached to your survey answers.

Print Your Full Birth Name _____
(not your nickname) (First) (Middle) (Last)

(Signature) _____ Today's Date _____

Print the first letter of your first name _____

Print the first letter of your middle name _____

Print the first letter of your last name _____

What is your birth date? _____
Month Day Year You Were Born

Are you male or female? (check one)
Male (boy) Female (girl)

THANK YOU FOR AGREEING TO HELP
Now tear this first page off and give it to the room leader

What *You* think about the future...

Answer these questions even if you have had sex. *If you have had sex, answer the questions by thinking about whether you will have sex again.*

	Not Likely					Very Likely				
1. Do you think you will have sex before you get married?.....	0	1	2	3	4					
2. Do you think you will have sex before you turn 20?.....	0	1	2	3	4					
3. Do you think you will have sex before you are in a serious relationship or in love?.....	0	1	2	3	4					
4. I am ready to commit to sexual abstinence until I am out of high school.....	___YES					___NO				
5. I am ready to commit to sexual abstinence until I get married.....	___YES					___NO				

What is true of *You*...



	Not True					Very True				
1. I can stick to my decisions.....	0	1	2	3	4					
2. I can make good decisions.....	0	1	2	3	4					
3. I do many things well.....	0	1	2	3	4					
4. I am responsible for my decisions.....	0	1	2	3	4					
5. I am happy with myself.....	0	1	2	3	4					
6. I try to understand other people's point of view.....	0	1	2	3	4					
7. I think about how my decisions will affect my future.....	0	1	2	3	4					
8. I feel that there are many good things about me.....	0	1	2	3	4					
9. I have plans for my future.....	0	1	2	3	4					

The really personal stuff about *You*...



Please read the following questions and tell us if you have done them or agree with them. Remember that your answers *are private* and will *not* be shown to your parents, teachers, or program leaders.

- How old were you when you first started going out with people (dating/having boyfriends or girlfriends)?
Write the age here: _____ OR check here: _____ I have not started dating yet
- Do you have a boyfriend or girlfriend right now?..... ___Yes ___No
- Do you think it is ok for kids your age to be alone with their boyfriend/girlfriend?..... ___Yes ___No
- Have you ever kissed a boy or a girl on the mouth? ___Yes ___No
- Have you ever open-mouth kissed a boy or a girl?..... ___Yes ___No
- Have you ever fooled around (sexually) above the waist?..... ___Yes ___No
- Have you ever fooled around (sexually) below the waist?..... ___Yes ___No

More personal stuff about *You*...

(Circle Yes OR No)

1. Have you ever had sex (sexual intercourse, made love)?..... Yes No
2. Have you had sex in the last 30 days?..... Yes No
3. Have you ever been treated by a doctor for an STD (e.g. chlamydia, gonorrhea, etc.)?... Yes No
4. *If you have had sex*, what method(s) of birth control did you and your partner use to prevent pregnancy the last time you had sex? (check all that apply)

☐ I have never had sex ☐ Birth control pill ☐ Some other method (ex. Diaphragm, IUD)
☐ No method was used ☐ Condom ☐ I am not sure

5. *If you have had sex*, did you drink alcohol or use drugs before you had sex the first time?

☐ I have never had sex ☐ Yes, drugs ☐ No, neither were used when I had sex
☐ Yes, alcohol ☐ Yes, both drugs and alcohol

What do *You* think?

	Strongly Disagree			Strongly Agree	
1. I can say no to sex in a way that won't hurt the other person's feelings.....	0	1	2	3	4
2. I know how to avoid having sex if I don't want to do it	0	1	2	3	4
3. I know ways to make my body language say NO to sex	0	1	2	3	4

Your decisions...

People have different ways of thinking about sex and what their own values are. Having values means knowing how important something is to you. We would like you to answer these questions about what you believe and how you make decisions about sex (whether or not you are having sex).

	Not True			Very True	
1. It is really important for me to figure out my own sexual values.....	0	1	2	3	4
2. I can stick to my decisions about sex.....	0	1	2	3	4
3. I believe I am responsible for my decisions about sex.....	0	1	2	3	4
4. I know that my sexual decisions will affect my future.....	0	1	2	3	4

Please put your survey in the envelope now.

Thank you!!



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